

/dis
Enclosure

Prepared By and Return To:
Clanfrone, Nikoloff, Grant, Greenberg & Sinclair, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
OSPREY RUN TOWNHOMES

NOTICE IS HEREBY GIVEN that by the affirmative vote, in person or by proxy, of no less than a majority of the votes cast at a meeting of the members held on December 15, 2015, at which a quorum spresent, the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes, as recorded in O.R. Book 10274, Page 791, et seq. in the Public Records of Hillsborough County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants, Conditions, and Restrictions of Osprey Run Townhomes is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes."

IN WITNESS WHEREOF, OSPREY RUN HOMEOWNERS ASSOCIATION, JNC., has cause this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 23^c day of March, 2015.

OSPREY RUN HOMEOWNERS

Michael Blanton
Witness Signature
Michael Blanton
Witness Printed Name
[Signature]
Witness Signature
Ann Campbell
Witness Printed Name
Michael Blanton
Witness Signature
Michael Blanton
Witness Printed Name
[Signature]
Witness Signature
Ann Campbell
Witness Printed Name

_____, 1st Ident
[Redacted]
(Corporate Seal)

ATTEST:

Printed Name Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Michael Blanton, President, and Ann Campbell, Secretary, of Osprey Run Homeowner's Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have produced PL DL as identification.

J N PEACE GLOSSON
Notary Public • State of Florida
My comm. Exp 11 Sep 23, 2018
commission On FF 138225
1

[Signature]
PUBLIC
Florida at Large
My Commission Expires: 11 9 2016

in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Lot therefor.

(c) Security Deposit. Ifso required by the Association, any tenant wishing to lease a Lot may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Area, Common Maintenance Area, or to reimburse the Association for any costs incurred by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part 11 of Chapter 83, Florida Statutes.

(d) Use Rights. When a Lot is leased, a tenant shall have all use rights in the Common Area otherwise readily available for use generally by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Owner and a tenant of Common Area otherwise readily available for use generally by Owners.

(e) Approval/Screening Process. The Board of Directors shall be notified, in writing, no less than fifteen (15) days prior to the commencement of a proposed lease or any renewal or extension thereof, by submission to the Association by the Owner and proposed Lessee of the following:

i. Application Form. A completed application form developed by the Board which contains information determined relevant by the Board, including the names of all proposed occupants, identification of all proposed vehicles, and identification of all proposed pets;

ii. Criminal Background Investigative Report. Written authorization for a criminal/investigative background and credit report for each proposed adult occupant under the lease.

m. Application Fee. An application fee to the Association in an amount to be determined by the Board from time to time, which shall not exceed the highest amount permitted by law as it now exists or is hereafter amended. Until changed by the Board of Directors, which shall not require an amendment to this Declaration, such fee shall be \$50 per adult applicant. No additional application fees shall be required for consideration of any renewal or extension of a previously approved lease.

iv. Lease. A copy of the proposed executed lease.

v. Pet Registration Form. A completed pet registration form, if any, and any applicable fee for a saliva test pursuant to Section 12, above, if any.

vi. Additional Information. Any additional information reasonably required by the Board.

If the Board of Directors fails to respond to the Owner, in writing, on or before the fifteenth (15th) day following the Association's receipt of all required information, the proposed lease and lessee shall be deemed approved.

M Approval Criteria. In making its determination as to whether to approve or deny a proposed tenancy, the Board shall have the authority to consider all factors reasonably relevant to the proposed occupancy, and the protection of the health, safety and welfare of the residents of the Property, including, but not limited to criminal charges and convictions, arrest history, credit history, and eviction history.

C!!) Enforcement/Eviction/Termination. In the event of any lease in contravention of the provisions of this Section 30, the Association shall have the right and power to enforce these provisions by legal proceedings, injunctive proceedings, fining or by any legal means calculated to produce compliance. Without limitation of the foregoing, the Association shall have the right and power to fine an Owner in the amount of \$10 per day for each day that an unapproved tenant resides upon a Lot. Further, without limitation of the foregoing, the Association shall have the right and power to terminate a lease and evict a tenant, as agent and attorney-in-fact for the Owner, as if it were a landlord, pursuant to Chapter 83, Fla. Stat., for (a) any tenant's occupancy of a Lot without Association approval pursuant to this Section; (b) a tenant's failure to comply with the Governing Documents of the Association; or (c) a tenant's failure to pay rent directly to the Association where the Owner is delinquent in a monetary obligation to the Association. The Association shall have no liability to the Landlord for lost rents or other damages by virtue of any termination or eviction under this Declaration. The Owner shall fully cooperate with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83, Fla. Stat. The Owner shall be liable to the Association for all reasonable attorneys' fees incurred by the Association which are incident to enforcement of this Section, including reasonable fees incurred before or during litigation, mediation or appeal, and whether or not any lawsuit is actually filed. Any attorneys' fees and costs incurred in such enforcement shall be assessed against the Lot Owner and may be collected in the same manner as an assessment.

(h) Rules/Policies/Procedures. The Board of Directors shall have specific authority to adopt any rules, regulations, policies or procedures to implement the restrictions herein contained.

(i) Owner Delinquency. In the event the Owner is delinquent in any monetary obligation owed to the Association by the Owner, including, but not limited to, unpaid water/sewer or other related charges, at the time of any proposed lease of such Owner's Lot, the Board may, in its discretion, either disapprove such lease, or condition approval of such lease on the tenant's express agreement to pay rent directly to the Association until such time as Lessor becomes current on all monetary obligations owed to the Association. In the event an Owner becomes delinquent in the payment of any monetary obligations owed to the Association during the term of an existing lease, including fines which are levied against the Owner by the Association for violations of the Governing Documents, water/sewer charges and assessments due to the Association, upon written demand by the Association, the tenant shall pay directly to the Association rental payments due to the Owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from tenant and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the

tenant directly to the Owner. This right may be exercised by the Association at any time the owner shall become delinquent.

2. Article IX, Section 12, Pets, Livestock and Poultry, of the Declaration shall be amended to read as follows:

Section 12. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Association or Declarant may establish limits on the number and kind of pet that may be kept or permitted to be kept on any Lot. No pet, with the exception of such pets as may already permanently reside upon any Lot as of the effective date of this amendment, may exceed thirty-five (35) pounds. For purposes of implementing this weight restriction, each Owner of a pet that exceeds thirty-five (35) pounds as of the effective date of this amendment shall be required to register their pet with the Association within thirty (30) days of the effective date of this amendment. Any pet that exceeds 35 pounds and is not registered within that thirty (30) day time period will be presumed to be residing upon a Lot in violation of this weight restriction and will be subject to removal. Any dog that is to reside upon any Lot shall be registered, within ten (10) days of the dog being upon the Property, with the Association on a form adopted by the Board from time to time that contains such information deemed relevant by the Board, including, but not limited to, a photo of the animal, the type, size, weight, breed and coloring thereof. In addition, an Owner shall submit a saliva/DNA test for any dog to reside within the Property, to enable the DNA of the animal to be registered with a vendor of the Association's choosing for purposes of enforcing the Association's restrictions regarding clean-up of animal excrement. Additionally, owners of dogs shall be required to pay a fee of \$35 registration fee for each dog to reside upon the Property, or such higher amount as may be necessary as determined by the Board from time to time, to pay for the dog DNA registration process. Failure to immediately pick up any animal excrement shall subject the Owner and resident to all available remedies, including, but not limited to, a fine.

3. Article IX, Section 15, Vehicles and Recreational Equipment, of the Declaration shall be amended to add a new subparagraph at the end of such Section 15 to read as follows:

...Every Owner shall be required to have at least one (1) gate transponder per vehicle that is regularly parked within the Property. The Board shall set a fee as necessary from time to time, to be charged to each resident to pay for such transponder. Without limiting anything in this Declaration, the Board of Directors shall have the specific authority to adopt rules and regulations regarding parking, including rules requiring the vehicles of Owners and authorized tenants that will be parked upon the Property to be marked with Association-provided decals, stickers, placards or other identification intended to demonstrate the right of such vehicle to be parked in any particular space upon the Property. In such event, the Board shall have the power to charge a reasonable fee for such decals or replacements thereof.

4. Article IX, Section 22, Common Area, of the Declaration shall be amended to add a new subparagraph "E" to read as follows:

E. The Association shall have the power to charge every Owner a reasonable charge, as determined to be appropriate from time to time by the Board, for a key fob for access to the swimming pool common area, including any replacements thereof.

5. Article IX, Section 20, Window Treatments, of the Declaration shall be amended to read as follows:

Section 20. Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Only white blinds (either horizontal or vertical) shall be permitted to be installed as window coverings after the effective date of this amendment. Without limiting the foregoing, drapes, curtains or other window coverings are only permitted as long as such coverings are installed on the inside of the white blinds required hereby (such that such coverings are only visible in the event the coverings are closed and the blinds are simultaneously opened). Drapes, blinds, verticals, and other window coverings visible at any time from outside a Residence shall have white, beige, or similar light coloring on the side that faces out of the window.